

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		11/30/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ESH Strategies Branding LLC		
Street Address:	11525 N. Community House Rd.		
Internal Address:	Suite 100		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	3450814	HOMESTEAD SUITES	
Registration Number:	3004515	SUITE OFFERS	
Registration Number:	3125821	1-888-STAY-HSD	
Registration Number:	3006021	A ROOM. A KITCHEN. A REASONABLE PRICE.	
Registration Number:	3028288	YOU GO THE DISTANCE. WE DO THE SAME.	
Registration Number:	2715925	HOMESTEAD EXTENDED-STAY LODGING	
Registration Number:	1819557	HOMESTEAD VILLAGE	
Registration Number:	3072952	HOMESTEAD VILLAGE	
Registration Number:	2482936	HOMESTEAD INSTEAD	
Registration Number:	2504937	HOMESTEAD GUEST STUDIOS	
Registration Number:	2564446	HOMESTEAD STUDIO SUITES	
Registration Number:	3095003	HOMESTEAD STUDIO SUITES HOTELS	
Registration Number:	2157514	CROSSLAND	

TRADEMARK

Registration Number:	2154308	CROSSLAND ECONOMY STUDIOS
Registration Number:	2157712	THE AFFORDABLE WAY TO STAY. AND STAY. AND STAY.
Registration Number:	2113801	EXTENDED STAYAMERICA EFFICIENCY STUDIOS
Registration Number:	2113800	EXTENDED STAYAMERICA EFFICIENCY STUDIOS E
Registration Number:	2157547	EXTENDED STAYAMERICA EFFICIENCY STUDIOS E
Registration Number:	2021504	EXTENDED STAY AMERICA
Registration Number:	2457084	EXTENDED STAY AMERICA
Registration Number:	3496984	E EXTENDED STAY AMERICA
Registration Number:	3055797	EXTSTAY.COM
Registration Number:	2456070	ROAD WARRIORS
Registration Number:	1509652	STUDIO PLUS
Registration Number:	3067826	STUDIO PLUS
Registration Number:	2304753	STUDIOPLUS DELUXE STUDIOS
Registration Number:	2430232	STUDIOPLUS DELUXE STUDIOS
Registration Number:	2116171	STUDIOPLUS
Registration Number:	3016461	EXTENDED STAY DELUXE
Registration Number:	3198051	E EXTENDED STAY DELUXE
Registration Number:	3122763	1-800-EXTSTAY
Registration Number:	3450820	EEEE
Registration Number:	3103158	E EXTENDED STAY HOTELS
Registration Number:	3560270	EEEE EXTENDED STAY DELUXE HOTEL
Registration Number:	2459037	HOMETOWN INN
Registration Number:	1513046	YOUR PERFECT PLACE FOR AN EXTENDED STAY
Registration Number:	3340696	DELUXE MORNINGS
Registration Number:	3340697	DELUXE ESSENTIALS

#### CORRESPONDENCE DATA

Fax Number: 2128594000

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-859-8000

Email: teas@ffhsj.com,henry.lebowitz@friedfrank.com

Correspondent Name: Henry C. Lebowitz

Address Line 1: One New York Plaza

Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 33438-5 LEBOWITZ

**TRADEMARK**

**REEL: 004938 FRAME: 0351**

	Henry C. Lebowitz
Signature:	/HCL/
Date:	01/08/2013
<b>Total Attachments: 6</b> source=ESH - Release #page1.tif source=ESH - Release #page2.tif source=ESH - Release #page3.tif source=ESH - Release #page4.tif source=ESH - Release #page5.tif source=ESH - Release #page6.tif	

**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This Release of Security Interest in Intellectual Property Collateral (the "**Release Agreement**"), effective as of November 30, 2012, is made by U.S. Bank National Association, as Trustee for Extended Stay America Trust 2010-ESH, Commercial Mortgage Pass-Through Certificates, Series 2010-ESH ("**Secured Party**"), having an address at having an address at 209 South LaSalle St, Suite 300, Chicago, IL 60604, in favor of ESH STRATEGIES BRANDING LLC ("**Grantor**"), having an office at 11525 N. Community House Rd., Suite 100, Charlotte, NC 28277, as follows:

**WITNESSETH**

WHEREAS, pursuant to (i) that certain Promissory Note, dated as of October 8, 2010, executed by the entities signatories thereto as borrowers (collectively with their successors and assigns, "**Borrower**"), and payable to the order of JPMorgan Chase Bank, N.A. ("**JPM**"), as lender in the original principal amount of One Billion and No/100 Dollars (\$1,000,000,000) and (ii) that certain Promissory Note, dated as of October 8, 2010, executed by Borrower and payable to the order of German American Capital Corporation ("**GACC**"); and together with JPM, collectively, "**Original Lender**"), as lender in the original principal amount of One Billion and No/100 Dollars (\$1,000,000,000) (collectively, and together with all renewals, modifications, increases and extensions thereof, the "**Note**"), Borrower was indebted to Original Lender with respect to a loan ("**Loan**") which was secured by the liens and security interests of certain mortgages, deeds of trust, deeds to secure debt and an indemnity deed of trust, each dated as of October 8, 2010 (the same as amended, modified, restated, renewed or replaced, collectively, the "**Mortgage**"), and was further evidenced by that certain Loan Agreement, dated as of October 8, 2010, among Borrower, Original Lender, ESA P Portfolio Operating Lessee Inc., a Delaware corporation, ESA Canada Operating Lessee Inc., an Ontario corporation, ESA P Portfolio MD Trust, a Delaware statutory trust, ESA Canada Properties Trust, a Delaware statutory trust, ESA Canada Administrator L.L.C., a Delaware limited liability company, Grantor, ESH Acquisitions Holdings LLC, a Delaware limited liability company, ESH Strategies Franchise LLC, a Delaware limited liability company, and ESH Strategies Holdings LLC, a Delaware limited liability company (the same as amended, modified, restated, renewed or replaced, the "**Loan Agreement**") and further evidenced, secured or governed by other instruments and documents executed in connection with the Loan (together with the Note, the Loan Agreement and Mortgage, the "**Loan Documents**");

WHEREAS, Original Lender agreed to make the Loan to the Borrower upon the terms and subject to the conditions set forth in the Loan Documents and as a condition precedent to the obligation of Original Lender to make the Loan to Borrower, as borrower under the Loan Agreement, that Grantor shall have executed and delivered that certain Intellectual Property Security Agreement, dated as of October 8, 2010 (the "**Security Agreement**"), recorded at the United States Patent and Trademark Office on November 7, 2010 at Reel 004410, Frame 0857, pursuant to which Grantors granted to Original Lender a security interest in the Pledged Collateral (as defined in the Security Agreement), including, without limitation: (i) the patent, copyright and trademark applications and registrations set forth on Schedule 1; and (ii) the license agreements set forth on Schedule 1;

WHEREAS, Secured Party, as current holder of the Loan (by assignment and/or other instruments from Original Lender as its predecessors in interest), desires to release its security interest in and to all Pledged Collateral;

NOW, THEREFORE, in consideration of the satisfaction of the Debt and payment of all amounts owed on the Note, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

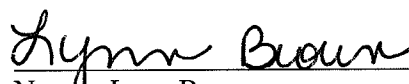
1. Release of Security Interest. Secured Party hereby RELEASES AND DISCHARGES all of the security interests granted by the Loan Documents in and to the Pledged Collateral.
2. Defined Terms. Unless otherwise defined herein, capitalized terms which are defined in the Security Agreement and used herein shall have the meanings given to them in the Security Agreement.
3. Authorization. To the extent applicable, the Secured Party authorizes and requests that the Commissioner of Patents and Trademarks of the United States record this release of security interest in the Pledged Collateral.
4. Miscellaneous.
  - (a) Electronic Transmission. Delivery of an executed signature page of this Release Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.
  - (b) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA.**

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, Secured Party has caused this Release Agreement to be duly executed and delivered as of the date first written above.

**U.S. BANK NATIONAL ASSOCIATION**, as Trustee for  
Extended Stay America Trust 2010-ESH, Commercial  
Mortgage Pass-Through Certificates, Series 2010-ESH

By: Wells Fargo Bank, N.A., solely in its capacity as  
Servicer as authorized pursuant to that certain Trust  
and Servicing Agreement dated as of November 1,  
2010

By:   
Name: Lynn Brown  
Title: Vice President

*[Signature page to Release of Security Interest in Intellectual Property Collateral]*

**TRADEMARK**  
**REEL: 004938 FRAME: 0355**

**SCHEDULE 1**

**Issued Patents and Patent Applications**

NONE

**Copyright Applications and Registrations**

NONE

**Trademark Applications and Registrations**

**U.S. TRADEMARKS**

	<b>Trademark</b>	<b>Application/Registration Number</b>	<b>Country</b>
1.	HOMESTEAD SUITES WITH DESIGN	3450814	United States
2.	SUITE OFFERS	3004515	United States
3.	1-888-STAYHSD	3125821	United States
4.	A ROOM. A KITCHEN. A REASONABLE PRICE.	3006021	United States
5.	YOU GO THE DISTANCE. WE DO THE SAME.	3028288	United States
6.	HOMESTEAD EXTENDED-STAY LODGING	2715925	United States
7.	HOMESTEAD VILLAGE	1819557	United States
8.	HOMESTEAD VILLAGE WITH DESIGN	3072952	United States
9.	HOMESTEAD INSTEAD	2482936	United States

10.	HOMESTEAD GUEST STUDIOS	2504937	United States
11.	HOMESTEAD STUDIO SUITES	2564446	United States
12.	HOMESTEAD STUDIO SUITES WITH DESIGN	3095003	United States
13.	CROSSLAND	2157514	United States
14.	CROSSLAND ECONOMY STUDIOS & DESIGN	2154308	United States
15.	THE AFFORDABLE WAY TO STAY AND STAY AND STAY	2157712	United States
16.	EXTENDED STAY AMERICA EFFICIENCY STUDIOS	2113801	United States
17.	EXTENDED STAY AMERICA EFFICIENCY STUDIOS & DESIGN	2113800	United States
18.	EXTENDED STAY AMERICA EFFICIENCY STUDIOS & E DESIGN	2157547	United States
19.	EXTENDED STAY AMERICA	2021504	United States
20.	EXTENDED STAY AMERICA	2457084	United States
21.	EXTENDED STAY AMERICA & DESIGN	3496984	United States
22.	EXSTAY.COM	3055797	United States
23.	ROAD WARRIORS	2456070	United States



24.	STUDIO PLUS	1509652	United States
25.	STUDIO PLUS	3067826	United States
26.	STUDIOPLUS DELUXE STUDIOS	2304753	United States
27.	STUDIOPLUS DELUXE STUDIOS & DESIGN	2430232	United States
28.	STUDIOPLUS (Stylized)	2116171	United States
29.	EXTENDED STAY DELUXE	3016461	United States
30.	EXTENDED STAY DELUXE WITH LOGO	3198051	United States
31.	1-800-EXSTAY	3122763	United States
32.	[Logo]	3450820	United States
33.	EXTENDED STAY HOTELS & DESIGN	3103158	United States
34.	EXTENDED STAY DELUXE HOTEL	3560270	United States
35.	HOMETOWN INN	2459037	United States
36.	YOUR PERFECT PLACE FOR AN EXTENDED STAY	1513046	United States
37.	DELUXE MORNINGS	3340696	United States
38.	DELUXE ESSENTIALS	3340697	United States